

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Commissioner for Patents  
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Alexandria, VA 22313-1450

**REVOCATION OF PRIOR POWERS OF ATTORNEY WITH  
NEW POWERS OF ATTORNEY BY THE ASSIGNEE OF THE ENTIRE INTERESTS  
AND CHANGES OF CORRESPONDENCE ADDRESS**

As the assignee of record, owner of the assignee of record, or owner-of-right of the entire interest in each of the following applications or patents ("Assignee"):

<b>Application No./ Patent No.</b>	<b>Title</b>	<b>First Named Inventor</b>	<b>Filing Date/ Issue Date</b>	<b>Attorney Docket Number</b>
11/799,237	ELECTRONICALLY IMPLEMENTED FLOORPLAN AUDITING SYSTEM AND METHOD	Cameron Eldred	April 30, 2007	DLT-006
10/458,090	METHOD AND APPARATUS FOR FACILITATING SALES AND MANAGEMENT OF AFTERMARKET PRODUCTS	Mark Nagelvoort	June 10, 2003	DLT-007
11/983,074	METHOD AND APPARATUS FOR FACILITATING SALES AND MANAGEMENT OF AFTERMARKET PRODUCTS	Mark Nagelvoort	November 6, 2007	DLT-007CON
10/975,934	METHOD AND APPARATUS FOR FACILITATING SALES AND MANAGEMENT OF AFTERMARKET PRODUCTS	Mark Nagelvoort	October 28, 2004	DLT-007DV
PCT/US2004/018328	METHOD AND APPARATUS FOR FACILITATING SALES AND MANAGEMENT OF AFTERMARKET PRODUCTS	Mark Nagelvoort	June 9, 2004	DLT-007PC
11/178,040	SYSTEM AND METHOD OF PROCESSING ASSET FINANCING TRANSACTIONS	Alan Bird	July 8, 2005	DLT-008

Application No./ Patent No.	Title	First Named Inventor	Filing Date/ Issue Date	Attorney Docket Number
PCT/US06/018993	SYSTEM AND METHOD OF PROCESSING ASSET FINANCING TRANSACTIONS	Alan Bird	May 16, 2006	DLT-008PC
09/898,896	SYSTEM AND RELATED METHODS TO FACILITATE DYNAMICALLY COLLABORATIVE COMMERCE OVER A DATA NETWORK	Anthony Haber, Bridget Townsend, and David Hillis	July 3, 2001	DLT-009
10/062,033	AUTOMOTIVE FINANCE PORTAL	Alan Bird, Adrian Collins, Desmond Reynolds, Trevor Burgess, Joseph Lapenna, Peter Gouvis, and Gord Coker	January 31, 2002	DLT-010
09/188,863	APPARATUS AND PROCESS FOR FACILITATING CUSTOMER-DRIVEN SALES OF PRODUCTS HAVING MULTIPLE CONFIGURATIONS	Forrest Nabors, Tom Garrigus, Celas Hug, and Charlie Zhang	November 9, 1998	DLT-011
09/374,577 / 7,236,983	APPARATUS AND PROCESS FOR FACILITATING CUSTOMER-DRIVEN SALES OF PRODUCTS HAVING MULTIPLE CONFIGURATIONS	Forrest Nabors, Tom Garrigus, Celas Hug, and Charlie Zhang	August 13, 1999 / June 26, 2007	DLT-011CIP
11/788,040	APPARATUS AND PROCESS FOR FACILITATING CUSTOMER-DRIVEN SALES OF PRODUCTS HAVING MULTIPLE CONFIGURATIONS	Forrest Nabors, Tom Garrigus, Celas Hug, and Charlie Zhang	May 10, 2007	DLT-011DV
09/452,726 / 6,725,257	COMPUTATIONALLY EFFICIENT PROCESS AND APPARATUS FOR CONFIGURING A PRODUCT OVER A COMPUTER NETWORK	Leslie Dean Cansler and Steven Feiner	November 30, 1999 / April 20, 2004	DLT-012
10/269,907	DATA MANAGEMENT INTERFACE AND RELATED METHODS	Anthony Haber, Kim Hadfield, Brien Majewski, and Jonathan Hager	October 11, 2002	DLT-013

through these assignments recorded with the U.S. Patent and Trademark Office:

Application No. or Patent No. (Atty. Docket No.)	Reel No.	Frame No.	Date of Recordation
11/799,237 (DLT-006)	019819	0085	9/12/2007
10/458,090 (DLT-007)	015634	0964	2/2/2005
11/983,074 (DLT-007CON) 10/975,934 (DLT-007DV) PCT/US2004/018328 (DLT-007PC)	016646	0853	10/17/2005
11/178,040 (DLT-008) PCT/US06/018993 (DLT-008PC)	017305	0825	7/8/2005
09/898,896 (DLT-009)	012186	0987	9/4/2001
10/062,033 (DLT-010)	012872	0496	5/2/2002
09/188,863 (DLT-011) 7,236,983 (DLT-011CIP) 11/788,040 (DLT-011DV)	010283	0397	10/5/1999
6,725,257 (DLT-012)	010929	0632	06/19/2000
10/269,907 (DLT-013)	013713	0417	02/03/2003

or through copies of assignments or other documents in the chain of title attached hereto, all powers of attorney previously given are hereby revoked, and the attorneys and/or agents associated with **Customer Number 051414** are hereby appointed to prosecute and transact all business in the U.S. Patent and Trademark Office connected therewith.

Assignee also hereby grants additional Powers of Attorney to the attorneys and/or agents associated with **Customer Number 051414** to file and prosecute foreign national patent applications in any and all countries of the world, regional patent applications under the European Patent Convention, and/or international applications under the Patent Cooperation Treaty or the Paris Convention based upon the above-identified applications, including a power to meet all designated office requirements for designated states.

The assignee of record, owner of the assignee of record, or owner-of-right of the entire interest in each of the above-identified patents or patent applications is:

DealerTrack, Inc.  
111 Marcus Avenue, Suite M04  
Lake Success, NY 11042

All future correspondence for each of the above-identified applications should be sent to the correspondence address associated with **Customer Number 051414**, that is:

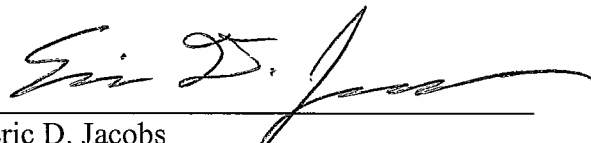
Patent Administrator  
Goodwin Procter LLP  
Exchange Place  
53 State Street  
Boston, MA 02109

**PLEASE ASSIGN PTO CUSTOMER NUMBER 051414 TO EACH OF THE ABOVE-IDENTIFIED APPLICATIONS**

The undersigned, whose title is supplied below, is authorized to act on behalf of the Assignee.

Respectfully submitted,

Dated: May 7, 2008

  
Mr. Eric D. Jacobs  
Senior Vice President and General Counsel  
DealerTrack, Inc.  
111 Marcus Avenue, Suite M04  
Lake Success, NY 11042

## BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is being executed and delivered by CSC Oregon Holdings, Inc. (f/k/a Chrome Systems Corporation), a Delaware corporation ("Seller"), as of May 10, 2005, in favor of Bright Acquisition Corporation, a Delaware corporation ("Buyer").

### RECITALS

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of April 18, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, Seller owns or has the rights to use and transfer all of the assets used in connection with the Business;

WHEREAS, Seller desires to sell, and Buyer desires to purchase, certain assets used in the Business on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, the board of directors and the stockholders of Seller have adopted the Purchase Agreement and approved the sale by Seller and the purchase by Buyer of the Assets pursuant to the terms thereof (the "Asset Sale"); and

WHEREAS, the execution and delivery of this Bill of Sale by Seller is a condition to the consummation of the transactions contemplated by the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration to Seller, receipt of which is hereby acknowledged, and pursuant to the Purchase Agreement, Seller, intending to be legally bound hereby, hereby agrees as follows:

1. *Definitions.* Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. *Sale and Assignment of Assets and Properties to Buyer.* Seller does hereby sell, assign, transfer and deliver to Buyer all of its right, title and interest in, to and under all tangible assets of Seller which are a part of the Assets and all intangible assets of Seller which are a part of the Assets, in each case free and clear of all Encumbrances.

3. *Assets and Properties Not Sold and Assigned.* Notwithstanding Section 2 hereof, the Assets shall exclude the Excluded Assets and the Excluded Assets shall be retained by Seller.

4. *Obligations and Liabilities Not Assumed.* Buyer does not by this Bill of Sale assume or agree to pay, perform or discharge any liabilities or obligations of Seller of any nature, kind or description whatsoever. The terms and provisions of the assumption of liabilities and obligations of Seller by Buyer are set forth in the Instrument of Assumption of Assumed Liabilities, dated as of the date hereof, between Seller and Buyer.

5. *Assignment of Contracts.* To the extent the assignment of any insurance policy, Contract, Permit, commitment or other Asset to be assigned by Seller to Buyer pursuant to this Bill of Sale shall require the Approval of any other person, this Bill of Sale shall not constitute a contract to

assign the same if an attempted assignment would constitute a breach thereof or give rise to any right of acceleration or termination. Seller shall cooperate with Buyer at its request in endeavoring to obtain such Approval promptly, and if any such Approval cannot be obtained, to ensure that Buyer obtains the benefits thereof, including enforcement of any and all rights of Seller against the other party thereto arising out of breach or cancellation thereof by such other party or otherwise.

6. *No Third-Party Beneficiaries.* Nothing in this Bill of Sale, whether expressed or implied, is intended or shall be construed to confer upon or give to any person, other than the parties hereto and the Indemnified Parties, any rights, remedies or other benefits under or by reason of this Bill of Sale.

7. *Assignment.* This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any party may assign any of its rights hereunder, but no such assignment shall relieve it of its obligations hereunder.

8. *Further Actions.* From and after the date of this Bill of Sale, Seller shall execute and deliver to Buyer such other instruments of conveyance, assignment and transfer, shall make such filings with Governmental Entities and shall take such other action as Buyer may reasonably request or as may be otherwise necessary to more effectively transfer, convey and assign to, and vest in, Buyer and put Buyer in possession of, any part of the Assets.

9. *Governing Law.* THIS BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE (WITHOUT REFERENCE TO THE CHOICE OF LAW PRINCIPLES) AS TO ALL MATTERS INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES.

10. *Consent to Jurisdiction.* EACH PARTY HEREBY IRREVOCABLY SUBMITS TO AND ACCEPTS FOR ITSELF AND ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF AND SERVICE OF PROCESS PURSUANT TO THE LAWS OF THE STATE OF DELAWARE AND THE RULES OF ITS COURTS, WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY ARISING UNDER OR OUT OF IN RESPECT OF OR IN CONNECTION WITH THIS BILL OF SALE OR ANY RELATED DOCUMENT OR OBLIGATION.

11. *Amendment.* This Bill of Sale shall not be modified or amended except by an instrument or instruments in writing signed by each party.

12. *Counterparts.* This Bill of Sale may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and originals or facsimile counterparts thereof have been delivered to the other party.

[signature pages follow]

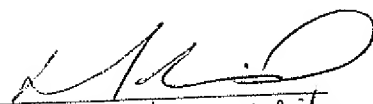
IN WITNESS WHEREOF, each of Seller and Buyer have caused this Bill of Sale to be duly executed on its behalf by their respective duly authorized representatives as of the day and year first above written:

Seller:

**CSC OREGON HOLDINGS, INC., a**  
Delaware corporation

By:   
Name: David Mingle  
Title: President

Attest:

By:   
Name: Matthew Wilson  
Title: Secretary

Acknowledged and agreed:

Buyer:

**BRIGHT ACQUISITION CORPORATION, a**  
Delaware corporation

By: \_\_\_\_\_

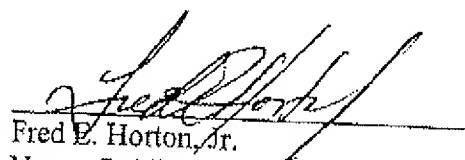
Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NASSAU     )

I, Fred E. Horton, Jr., a Notary Public commissioned in the County of Nassau, State of New York, DO HEREBY CERTIFY, that on the 10<sup>th</sup> day of May, 2005 before me personally appeared Robert Cox, Treasurer of Bright Acquisitions Corporation (the Company), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, and acknowledged that he signed, executed, and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth, being duly authorized so to do.



Fred E. Horton, Jr.

Notary Public

My Commission Expires: 2/14/06

Registration No. 02H06036968

# ACKNOWLEDGMENT

STATE OF OREGON                     )  
  ) ss.  
COUNTY OF MULTNOMAH         )

On the 10th day of May, in the year 2005, before me, the undersigned, personally appeared David Mingle the President of CSC Oregon Holdings, Inc. (t/k/a Chrome Systems Corporation), a Delaware corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, such individual, and the entity upon behalf of which the individual acted, executed the instrument.

Patricia E. Balteau  
NOTARY PUBLIC

